



Report to the Auburn City Council

Information Item

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Agenda Item No.

[Signature]
City Manager's Approval

To: Mayor and City Council Members
From: Mark D'Ambrogi, Fire Chief *[Signature]*
Date: April 22, 2013
Subject: Memorandum of Understanding: Between Auburn Fire Department (AFD) and U.S. Bureau of Reclamation (Reclamation)

The Issue

Shall the council, by resolution, authorize the Fire Chief to sign the Memorandum of Understanding between the Auburn Fire Department (AFD) and U.S. Bureau of Reclamation (Reclamation)?

Conclusion and Recommendation

Staff recommends the Council, by resolution, authorize the Fire Chief to sign the Memorandum of Understanding between the Auburn Fire Department (AFD) and U.S. Bureau of Reclamation (Reclamation).

Background

Since February of 2010 a Memorandum of Understanding (MOU) has been in place between the Auburn Fire Department and U.S. Bureau of Reclamation. This was perhaps one of the first occasions where a local government agency and a federal government department entered into a cooperative agreement allowing the local government agency the ability to coordinate fuel programs on federal public lands in the interest of reducing risk due to potential catastrophic wildfire. The MOU implemented in 2010 contained a term of three (3) years. Both agencies have expressed an interest to continue such a MOU and therefore are submitting another MOU with a term of five (5) years; there are no other changes proposed for this MOU.

The MOU in place since 2010 has allowed the fire department, the Greater Auburn Area Fire Safe Council, various community organizations, and citizens of the community to conduct fuel reduction projects on Reclamation lands and greatly reduce the risk due to wildfire. Some of these include: Two

(2) "Project Canyon Safe" events; organized work days involving elected officials, agency members, citizens, outside businesses, private vendors, and citizens of the community, where a good part of a day was spent physically removing, hauling, and chipping vegetative fuels from Reclamation lands, the "banning" together of approximately 15 neighborhood areas and "adopting" a portion of the American River Canyon Shaded Fuel Break where such neighborhoods have cooperatively and collectively performed fuel reduction work, the establishment of a Foundation where monetary contributions support work on the Shaded Fuel Break, the ability to apply and evaluate alternative methods of fuel reduction such as herbicide treatment and animal grazing, and the opportunity to obtain grant funding from the Sierra Nevada Conservancy for fuels reduction work to a very large and priority area of the American River Canyon Shaded Fuel Break.

There is no doubt this MOU has developed a strong cooperative working relationship not only between the City of Auburn and Reclamation, but with multiple state agencies and the citizens of the community. The MOU between the Auburn Fire Department and U.S. Bureau of Reclamation is an example of a proactive and collaborative effort of government levels working towards a common goal.

Fiscal Impact

No fiscal impact has been identified by entering into this MOU. This MOU does not obligate the City of Auburn to fund any projects on Reclamation project lands.

Attachment: Memorandum Of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Auburn Fire Department (AFD)
and
U.S. BUREAU OF RECLAMATION (RECLAMATION)

1. Introduction

This MOU between City of Auburn Fire Department (AFD) and the U.S. Bureau of Reclamation is to establish a collaborative relationship to implement and manage wildland fire fuels reduction programs on those lands under the authority of the Bureau of Reclamation adjacent to the City of Auburn, California; specifically identifying Reclamation's Shaded Fuel Break as the priority project.

2. Background

For several years Reclamation's Shaded Fuel Break Project has been implemented on Reclamation project lands in an effort to reduce wildland fuels in strategic location to enhance fire suppression activities and provide increased firefighter safety on Reclamation Project Lands adjacent to local communities and private lands. This is a collaborative project between Reclamation, the City of Auburn, Cal Fire, and the California Department of Parks and Recreation. An approved Vegetation Management Program and Shaded Fuel Break Prescription (Prescription) are in place (attached) to implement this project as well as State and Federal environmental compliance. Each entity is committed to the management and maintenance of the Shaded Fuel Break Project and encounters constant challenges relating to funding and availability of resources.

3. Objective

Reclamation and AFD intend to cooperatively support one another to proceed with management and operation of the Shaded Fuel Break Project. Reclamation will give permission to AFD to perform fire fuels reduction and management projects on those Reclamation project lands in or adjacent to Reclamation's Shaded Fuel Break Project; specifically to maintain Reclamation's Shaded Fuel Break Project on a project by project basis.

4. General Provisions

- a. The established Prescription for Reclamation's Shaded Fuel Break Project will be the guideline for implementing and managing potential wildland fire fuels reduction treatments
- b. Reclamation will allow AFD, its agents; contractors and or vendors to perform fuel treatments with AFD oversight within the Prescription on Reclamation Project lands in or adjacent to Reclamation's Shaded Fuel Break Project.
- c. AFD will coordinate with Reclamation and receive specific project approval for each treatment performed by AFD or its agents on Reclamation project lands.

5. Exclusions/Limitations

- a. Nothing in this agreement may be construed to obligate the Auburn Fire Department or the United States to any current or future expenditure of resources in advance of the

availability of appropriations from Congress. Nor does this agreement obligate the Auburn Fire Department or the United States to spend funds on any particular project or purpose, even if funds are available.

- b. Funding for wildland fire fuel reduction treatments will follow applicable guidelines as established by a funding source.

6. Responsibilities

- a. AFD will be responsible for the management, coordination, implementation, and inspection and monitoring of fire fuels treatments when applied to Reclamation project lands in or adjacent to Reclamation's Shaded Fuel Break Project.
- b. AFD will coordinate closely with Reclamation on the status of each ongoing activity performed under this MOU.

7. Liability

AFD hereby agrees to indemnify and hold harmless the United States, their employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of AFD activities under this MOU.

8. Insurance

AFD is to maintain certificates of insurance evidencing \$1,000,000.00 coverage in a standardized form while undertaking any activities under this MOU; to include liability, Worker's Compensation and fire suppression requirements resulting from inadvertent ignition during wildland fire fuel reduction treatments. Any vendor or contractor performing activities under the direction of AFD on Reclamation project lands will submit an endorsement showing the AFD and Reclamation, its officers, agents and employees as additional named insured.

9. Term of MOU/Amendment/Authorities not altered

This MOU will be in effect upon the execution of this MOU by both parties. This MOU will stay in effect for one year and will automatically renew annually for a total term of five years unless terminated in writing. Either AFD or Reclamation may terminate this MOU after thirty (30) days of written notification to the other.

Amendment. This MOU may be amended through written agreement of all signatories.

Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

10. Scope of MOU

Nothing in this MOU is intended to negate, reduce, or impact, any and all other agreements that each agency has with other agencies or jurisdictions.

Execution:

Auburn City Fire Department

Date

U.S. Bureau of Reclamation

Date

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RESOLUTION NO. 13-

RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING BETWEEN
THE AUBURN FIRE DEPARTMENT AND U.S. BUREAU OF RECLAMATION.

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby approve the
Memorandum of Understanding between the Auburn Fire Department (AFD)
and U.S. Bureau of Reclamation (Reclamation) in regards to fuel reduction
projects in around the City of Auburn on Reclamation lands. A true and correct
copy of the Memorandum of Understanding is attached as Exhibit "A" hereto.

The Fire Chief of the City of Auburn is authorized and directed to execute
the Memorandum of Understanding on behalf of the City of Auburn.

DATED: April 22, 2013

Kevin Hanley, Mayor

ATTEST:

Stephanie L. Snyder, City Clerk

I, Stephanie L. Snyder , City Clerk of the City of Auburn, hereby certify that
the foregoing resolution was duly passed at a regular meeting of the City Council of
the City of Auburn held on the 22nd day of April 2013 by the following vote on roll
call:

Ayes:

Noes:

Absent:

Stephanie L. Snyder, City Clerk